

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

FILED
AHCA
AGENCY CLERK

2009 OCT 13 A 10:28

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

JOHN M. ASSI, M.D.,

DOAH Case No.: 07-1680MPI

PROVIDER NO.: 0448524 04

AHCA C.I. No.: 05-3601-000

RENDITION NO.: AHCA-09- 1012 -S-MDO

Respondent.

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

JOHN M. ASSI, M.D.

DOAH Case No.: 07-1681MPI

PROVIDER NO.: 0448524 00

AHCA C.I. No.: 05-3602-000

Respondent.

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

JOHN M. ASSI, M.D.

DOAH Case No.: 07-1682MPI

PROVIDER NO.: 0448524 02

AHCA C.I. No.: 05-3603-000

FINAL ORDER

THE PARTIES resolved all disputed issues and executed a settlement agreement, which is attached and incorporated by reference. The parties are directed to comply with the terms of the attached settlement agreement. Based on the foregoing, this file is **CLOSED**.

DONE AND ORDERED on this the 6th day of October, 2009, in

Tallahassee, Florida.



Holly Benson, Secretary
Agency for Health Care Administration

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO A JUDICIAL REVIEW WHICH SHALL BE INSTITUTED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF AHCA, AND A SECOND COPY ALONG WITH FILING FEE AS PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE AGENCY MAINTAINS ITS HEADQUARTERS OR WHERE A PARTY RESIDES. REVIEW PROCEEDINGS SHALL BE CONDUCTED IN ACCORDANCE WITH THE FLORIDA APPELLATE RULES. THE NOTICE OF APPEAL MUST BE FILED WITHIN 30 DAYS OF RENDITION OF THE ORDER TO BE REVIEWED.

Copies Furnished to:

Scott Wicke
EmCare
1717 Main Street
Suite 5200
Dallas, TX 75201

Karen Dexter, Assistant General Counsel
Agency for Health Care Administration
(Interoffice)

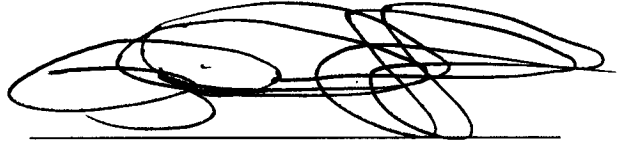
Peter Williams, Inspector General
Agency for Health Care Administration
(Interoffice)

D. Kenneth Yon, Bureau Chief
Medicaid Program Integrity
(Interoffice)

Finance & Accounting
(Interoffice)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served to the above named addresses by mail or interoffice mail this 13th day of October, 2009.



Richard Shoop, Agency Clerk
Agency for Health Care Administration
2727 Mahan Drive, Bldg. 3, Mail Stop #3
Tallahassee, Florida 32308-5403
(850) 922-5873

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

RECEIVED
AHCA
GENERAL COUNSEL

2009 SEP -2 A 10:53

AGENCY FOR HEALTH CARE
ADMINISTRATION,

Petitioner,

vs.

Case Nos. 07-1680 MPI

C.I. No. 05-3601-000

Provider No. 0448524 04

JOHN M. ASSI, M.D.

Respondent.

AGENCY FOR HEALTH CARE
ADMINISTRATION,

Petitioner,

vs.

Case No. 07-1681MPI

C.I. No. 05-3602-000

Provider No. 0448524 00

JOHN M. ASSI, M.D.,

Respondent.

AGENCY FOR HEALTH CARE
ADMINISTRATION,

Petitioner,

vs.

Case No. 07-1682MPI

C.I. No. 05-3603-000

Provider No. 0448524 02

JOHN M. ASSI, M.D.,

Respondent.

SETTLEMENT AGREEMENT

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION ("AHCA" or "the Agency"), and John M. Assi, M.D. ("PROVIDER"), by and through the undersigned, hereby stipulate and agree as follows:

1. The two parties enter into this agreement for the purpose of memorializing the resolution to these matters.

2. PROVIDER is a Medicaid provider in the State of Florida, with provider numbers 0448524 04; 0448524 00; 0448524 02 and was a provider during the audit period.

3. In its three Final Audit Reports (final agency action) dated February 27, 2007, AHCA notified PROVIDER that review of Medicaid claims performed by Medicaid Program Integrity (MPI), Office of the AHCA Inspector General, indicated that certain claims, in whole or in part, has been inappropriately paid by Medicaid. The Agency sought recoupment of this overpayment, in the amount of \$56,813.26 plus a fine sanction in the amount of \$2,500.00 for C.I. No. 05-3601-00. The Agency sought recoupment in the amount of \$71,882.80 plus a fine sanction in the amount of \$2,500.00 for C.I. No. 05-3602-000, and recoupment in the amount of \$19,799.40 plus a fine sanction in the amount of \$3,000.00 for C.I. No.05-3603-000.

4. In response to the audit letters dated February 27, 2007, PROVIDER filed Petitions for formal administrative hearings, which were assigned DOAH Case Nos. 07-1680MPI, 07-1681MPI and 07-1682 MPI respectively. These cases were not consolidated.

5. Subsequent to the original audits that took place in these matters and in preparation for hearing, AHCA re-reviewed the PROVIDER's claims and evaluated additional documentation submitted by the PROVIDER. As a result, AHCA determined that the overpayments were adjusted to \$56,064.87; \$55,264.69 and \$19,799.40 respectively.

6. Pursuant to Section 409.913(23)(a), Florida Statutes, the Agency is entitled to recover all investigative, legal, and expert witness costs. The Agency assessed costs of \$1,500.00.

7. In accordance with Sections 409.913 (15), (16), and (17), Florida Statutes, and Rule 59G-9.070, Florida Administrative Code, the Agency shall apply sanctions for violations of federal and state laws, including Medicaid policy. A fine sanction of \$2,500.00 was applied to audits C.I. No. 05-3601-000 and C.I. No. 05-3602-000 for violation(s) of Rule Section 59G-9.070 (e), F.A.C. A fine sanction of \$3,000.00 was applied to audit C.I. No. 05-3603-000 for violation(s) of Rule Section 59G-9.070 (e), F.A.C.

8. In order to resolve these matters without further administrative proceedings, PROVIDER and the AHCA expressly agree as follows:

- (1) AHCA agrees to accept the payment set forth herein in settlement of the overpayment issues arising from the MPI reviews referenced above.
- (2) Within thirty days of entry of the final order, PROVIDER agrees to remit payment to the Agency in the amount of one hundred forty thousand six hundred twenty-eight dollars and ninety-six cents (\$140,628.96), which includes \$9,500 in fines and cost, in twenty-four (24) equal monthly payments in the amount of six thousand four hundred eighty-nine dollars and thirty one cents (\$6,489.31), which includes the statutory 10% interest. AHCA retains the right to perform a 6 month follow-up review.
- (3) PROVIDER and AHCA agree that full payment as set forth above will resolve and settle these cases completely and release both parties from all

liabilities arising from the findings in the audits referenced as C.I. 05-3601-000, C.I. 05-3602-000, and C.I. 05-3603-000.

- (4) PROVIDER agrees that it will not re-bill the Medicaid Program in any manner for claims that were not covered by Medicaid, which are the subject of the audits in these cases.

9. Payment shall be made to:

AGENCY FOR HEALTHCARE ADMINISTRATION
Medicaid Accounts Receivable
2727 Mahan Drive, Mail Stop #14
Tallahassee, Florida 32308

10. PROVIDER agrees that failure to pay any monies due and owing under the terms of this Agreement shall constitute PROVIDER'S authorization for the Agency, without further notice, to withhold the total remaining amount due under the terms of this agreement from any monies due and owing to PROVIDER for any Medicaid claims.

11. AHCA reserves the right to enforce this Agreement under the laws of the State of Florida, the Rules of the Medicaid Program, and all other applicable rules and regulations.

12. This settlement does not constitute an admission of wrongdoing or error by either party with respect to this case or any other matter.

13. Each party shall bear its own attorneys' fees and costs, if any.

14. The signatories to this Agreement, acting in a representative capacity, represent that they are duly authorized to enter into this Agreement on behalf of the respective parties.

15. This Agreement shall be construed in accordance with the provisions of the laws of Florida. Venue for any action arising from this Agreement shall be in Leon County, Florida.

16. This Agreement constitutes the entire agreement between PROVIDER and the AHCA, including anyone acting for, associated with or employed by them, concerning all

matters and supersedes any prior discussions, agreements or understandings; there are no promises, representations or agreements between PROVIDER and the AHCA other than as set forth herein. No modification or waiver of any provision shall be valid unless a written amendment to the Agreement is completed and properly executed by the parties.

17. This is an Agreement of settlement and compromise, made in recognition that the parties may have different or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to facts and law, so that no misunderstanding or misinformation shall be a ground for rescission hereof.

18. PROVIDER expressly waives in this matter its right to any hearing pursuant to sections 120.569 or 120.57, Florida Statutes, the making of findings of fact and conclusions of law by the Agency, and all further and other proceedings to which it may be entitled by law or rules of the Agency regarding this proceeding and any and all issues raised herein. PROVIDER further agrees that it shall not challenge or contest any Final Order entered in this matter which is consistent with the terms of this settlement agreement in any forum now or in the future available to it, including the right to any administrative proceeding, circuit or federal court action or any appeal.

19. This Agreement is and shall be deemed jointly drafted and written by all parties to it and shall not be construed or interpreted against the party originating or preparing it.

20. To the extent that any provision of this Agreement is prohibited by law for any reason, such provision shall be effective to the extent not so prohibited, and such prohibition shall not affect any other provision of this Agreement.

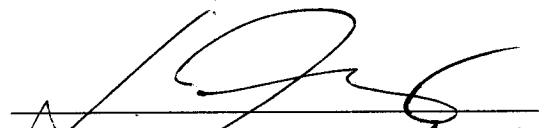
21. This Agreement shall inure to the benefit of and be binding on each party's

successors, assigns, heirs, administrators, representatives and trustees.

22. All times stated herein are of the essence of this Agreement.

23. This Agreement shall be in full force and effect upon execution by the respective parties in counterpart.

JOHN M. ASSI, M.D.

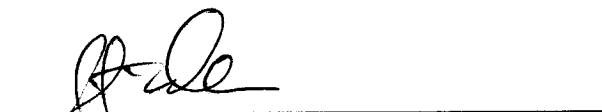

BY: JOHN M Assi
(Print name)

Dated: Sept 1, 2009

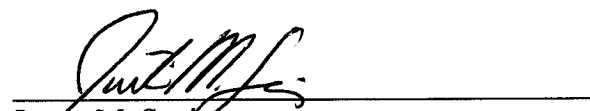
ITS: owner

**AGENCY FOR HEALTH CARE
ADMINISTRATION**

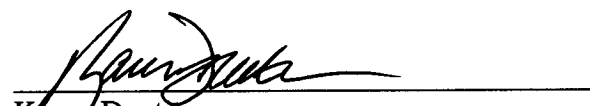
2727 Mahan Drive, Mail Stop #3
Tallahassee, FL 32308-5403


Peter Williams
Inspector General

Dated: 10/6, 2009


Justin M. Senior
General Counsel

Dated: 10/1, 2009


Karen Dexter
Assistant General Counsel

Dated: 9/2/09, 2009